

operators at the Lady Luck Casino at any time from May 24, 2015 through December 31, 2018, as to whom: (i) the Casino's time records show that their actual hours clocked-in to work exceeded the rounded clocked-in hours for which they were paid, and (ii) had they been paid for their actual hours clocked-in instead of their rounded hours clocked-in, they would have received \$5.00 or more over what they were actually paid.

3. The Court now finally approves certification of the Settlement Class, except to those individuals who timely opted-out of the Settlement (the "Participating Settlement Class Members"). The names of the individual Participating Settlement Class Members are listed on Exhibit A hereto.

4. **Notice.** In accordance with the Court's preliminary approval Order, notice of the Settlement was timely distributed by first-class mail to all Settlement Class Members. The form and method of notifying the Settlement Class of the terms and conditions of the proposed Settlement Agreement met the requirements of Fed. R. Civ. P. 23, any other applicable law, and due process, and constituted the best notice practicable under the circumstances.

5. **CAFA.** Defendants have timely filed notification of this settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court finds that the Defendants' notification complies fully with the applicable requirements of CAFA.

6. **The Settlement is Fair, Reasonable, and Adequate.** The question presented on a motion for final approval of a proposed class action settlement is whether the proposed settlement is fair and reasonable. In making this determination, the Court has considered the following factors: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class

action through trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. Girsh v. Jepson, 521 F.2d 153, 157 (3d Cir. 1975).

7. In addition, the Court has considered the factors enumerated in Rule 23(e)(2) to guide a court's inquiry into whether a settlement is fair, reasonable and adequate, including whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

8. The Court finds that on balance these factors support final approval of the Settlement. The Settlement provides meaningful and significant monetary benefits to Participating Settlement Class Members when the measure of actual damages they could recover in litigation is weighed against the risks of proceeding. The Settlement provides these benefits while avoiding the time, cost, and risk associated with continued litigation. No class members have objected, and only three have opted-out of the Settlement. The Settlement was negotiated

after meaningful discovery and at a time when Plaintiffs were well apprised of the strengths and weaknesses of their case, and was the product of arms' length negotiations before a mediator.

The Settlement also provides monetary benefits to Participating Settlement Class Members in a fair and equitable manner and does not impose undue burdens on class members to obtain those benefits.

9. **FLSA.** The Court also finds that the Settlement is a fair and reasonable resolution of a bona fide dispute over FLSA provisions with respect to Defendant's time clock rounding policy in conjunction with an alleged "early clock-in requirement," and furthers the implementation of the FLSA in the workplace. The terms of the release are appropriately tailored to the claims at issue in the case and the agreement is publicly available.

10. **Incentive Awards to Plaintiffs.** The Settlement Agreement provides for \$2,000.00 for each Plaintiff as an incentive award. The Court finds that these awards are reasonable and should be approved, as the amounts are within the range of awards customarily approved by Courts and the Plaintiffs achieved a meaningful result for absent Settlement Class Members at personal investment, inconvenience, and risk.

11. **Attorneys' Fees and Costs.** Plaintiffs have requested a fee and cost award of \$25,133.08, representing \$1,011.22 in costs and \$24,121.86 in attorneys' fees. The Court has considered the factors set forth in Gunter v. Ridgewood Energy Corp., 223 F.3d 190, 195 n.1 (3d Cir. 2000) and finds that the requested attorneys' fee award of \$24,121.86 is a reasonable "percentage-of-recovery." See In re Prudential Insurance Co. America Sales Practice Litigation Agent Actions, 148 F.3d 283, 333 (3d Cir. 1998). The Court also finds that Plaintiffs' request for costs and expenses totaling \$1,011.22 should be approved.

12. **Objections.** Settlement Class members had the opportunity to be heard on all

issues regarding the resolution and release of their claims by submitting objections to the Settlement Agreement to the Court and none were submitted.

13. **Final Approval.** Plaintiffs' Motion for Final Approval of Collective and Class Action Settlement Agreement is hereby **GRANTED**. The Settlement is **APPROVED** as fair, reasonable, and adequate to the Participating Settlement Class Members, Plaintiffs' claims are dismissed with prejudice, and the Parties are hereby directed to take the necessary steps to effectuate the terms of the Settlement Agreement. The terms of the Settlement Agreement and this Final Order and Judgment are binding on Plaintiffs and all other Participating Settlement Class Members, as listed on Exhibit A hereto.

14. **Jurisdiction Retained.** Without affecting the finality of this Final Order and Judgment, the Court shall retain jurisdiction for the purpose of enforcing this Final Order and Judgment or the Settlement Agreement.

BY THE COURT:

_____ J.

EXHIBIT A

CM ID	lname	fname
0001	ESASKY	SHANNAN
0002	GEORGE	JAMES L
0003	WOODS	BRYANT E
0005	KALASKY	MARCY
0006	PAYNE	LOUIS
0007	HARVEY	PAUL
0008	SPOHN	CHELSEA R
0009	OLESKY	ALAN
0010	SPROWLS	JACQUELINE
0011	DAWSON	CODY P
0012	MEADOWS	BRENNON
0013	RUSNOCK	FRANCIS
0014	JOBES	ROBERT W
0015	METHENEY	AARON D
0016	TUMPA	ROBERT D
0017	FRAZEE	TIMOTHY R
0019	HENRY	ROBERT
0020	LANCASTER	COLLEEN F
0021	RIBNISCKY	TOMMY
0022	GEORGIANA,II	DAVID
0023	CHRISE	CORY
0024	MASELLI	KELLY S
0025	PATTERSON	MARGARET
0026	LIKE	LUCINDA S
0027	RODEHEAVER,JR	LESLIE
0028	THOMAS	DAVID A
0029	FULTON	KYLE R
0030	MCGURGAN	JEFFREY
0031	MCGINNIS	PHYLLIS
0032	GRUENIG	KYLE D
0033	MYERS	GREG A
0034	KIRTON	DEBORAH A
0035	KENDALL	JOEY
0036	PETCHENY	RONALD
0037	FISH	SHANNON L
0039	GREER	LINDSEY
0040	NELSON	MADALYN R
0041	KOKOSKA	MATTHEW R
0042	RISHA	GEORGE J
0043	TAYLOR	CLAY
0044	CHRISTOPHER	ELIZABETH
0045	BELLA	KEVIN
0046	URBAN	PAUL B
0047	GROVER	RYAN J
0048	GRAHAM	KARRI J
0049	YEAGER	SANDRA M

0050	BEEGHLY	LAUREN
0051	KULIKOSKI	NATHAN
0052	HERRING	BRIAN G
0053	AYERS	TAMMY S
0054	LEAPLINE	JULIE
0055	KELLEY	DANA
0056	WHALEN	TIMOTHY P
0057	RUSH	TIMOTHY R
0058	HOFFMAN	RUTH ANN
0059	MICOZZI	CARLO
0060	RITZ	ANDREW N
0061	BROWNFIELD	THOMAS
0062	REED	ROBERT
0063	SMITH	KENYA A
0064	VRABEL	JAMES A
0065	HIGGINS	JAMES B
0066	HAGER	MELISSA R
0068	JAMES	BLAKE P
0069	HALYE	CARL
0070	WILSON	MABLE D
0071	ROGERS	MARCIE
0072	HONSE	AMBER R
0073	HOUSE	BRENDAN M
0074	YOWLER	STORM J
0075	VICTOR	JOSEPH P
0076	OZOHONISH	JOHN
0077	HARDIN	ALEX R
0078	WHITENER,JR	RONALD L
0079	PENZERA	ANDREW J
0080	JOHNSON	BRANDON L
0081	FEUERSTEIN	STEFANIE D
0082	JESTER	ALEXANDER P
0083	SHAW	BRANDI N
0084	RAMIREZ	RIMI O
0085	SWARTZ	CHRISTOPHER D
0086	EWART	ZACHARY
0087	MARSHALL	SHALYN E
0088	PETON	COREY R
0089	KENES	PATRICK S
0090	FERLAND	BRADLEY J
0091	BAKOSH	JAMES M
0092	BURKETT	SHELBY D
0093	LOWDERMILK	KATE E
0094	LAYMAN	MATTHEW R
0095	SMITH	ELIZABETH A
0096	DRILAK	DEVAN J
0097	DECARA	SEAN

0098	STAGGS	RANDY A
0099	WOOSTER	DAVID M
0100	LEMASTERS	DREW J
0101	SETTLES	ZACHARY D
0102	YEX	JAMES
0103	MOUNTAIN	MICHAEL B
0104	THOMAS	JULIA M
0105	SCHIMANSKY	SARAH N
0106	RAYMOND	DANIEL C
0107	EVANS	LEO A
0108	KISTNER	JESSICA A
0109	NOLDER	SHAWN J
0110	FETTY	NICK J
0111	HICKS	JEFFREY R
0112	YOWLER	NORMAN K
0113	HICKMAN	MICHAEL A
0114	YORK	MANDEE J
0115	SHEA,JR	RANDY L
0116	WOMBACKER	RYAN
0117	TOMLIN	KENNITA E
0118	OLMO	OMAR A
0119	KINO	JOSEPH D
0121	GRIMMEYER	THOMAS J
0122	FALK	RYAN A
0123	NOLDER	KAITLIN M
0124	BLACKWELDER	MERCEDES S
0125	GRIEDEL	CHRISTOPHER M
0126	DILLIE	TARYN R
0127	MOATS,SR	THOMAS R
0128	MORGAN	SAMANTHA J
0129	NAGY	SCOTT C
0130	HIGGINS	ROGER
0131	HORNE	TERESA B
0133	LOPEZ GONZALEZ	EDUARDO Y
0134	DAVIS	SHANNON E
0135	ESTEP	CHRISTY L
0136	SARGENT	DANIEL E
0137	JONES	JONATHAN E
0139	BLACKA	MARYLOU
0140	DILLS	SCOTT A
0141	SCOTT	DEIDRE A
0145	MCMILLEN	BRANDON S
0146	RICHARDSON	WILLIAM P